

1 Q Moving to Oceana Broadcasting Network, Inc., had TBN
2 ever provided any services for Oceana Broadcasting Network,
3 Inc.?

4 A They're loaned them money.

5 Q Had Oceana ever had a business agreement with TBN in
6 writing or not in writing?

7 A I don't know.

8 Q Has TBN ever provided any engineering services for
9 Oceana?

10 A Again, I don't know, it seems to me that there was a
11 purchase of some equipment that was made by Oceana and there
12 may have been something associated with that might be defined
13 as an engineering service. I don't know that Mr. Miller, for
14 example, has done applications and things for Oceana, however.

15 Q Is Oceana a client of yours?

16 A Yes, it is.

17 Q To your knowledge, has Mr. Juggert ever provided any
18 legal services for Oceana?

19 A Yes, sir, I believe he has.

20 Q Now, Prime Time Video, Inc. came to be known as
21 Prime Time Christian Broadcasting, Inc.?

22 A I don't know that.

23 Q Well, accept it for a fact that on May 21, 1991,
24 Prime Time became known as Prime Time -- Prime -- accept it
25 for a fact on May 21, 1991 Prime Time Video, Inc. became known

1 as Prime Time Christian Broadcasting, Inc. and that appears on
2 page 30 of the parties Joint Exhibit 1. So when I refer to
3 Prime Time, I'm referring to the companies under both names,
4 okay. And my question for you is, to your knowledge has TBN
5 ever provided any services for Prime Time?

6 A I believe they've loaned them money, I don't know
7 that they've ever provided any -- like accounting services or
8 anything like that.

9 Q Well, are you aware of whether Prime Time has ever
10 entered into a business agreement of any nature with TBN in
11 writing or not in writing?

12 A I don't know.

13 Q Has TBN, to your knowledge, ever provided any
14 engineering services for Prime Time?

15 A I don't believe so, Mr. Al Cooper who's company that
16 is is an engineer.

17 Q Is Prime Time a client of yours?

18 A No, sir.

19 Q Has it ever been a client of yours?

20 A No, sir, on occasion I've transmitted something as a
21 courtesy to Mr. Cooper because I've known him through the
22 years and enjoy him very much so I've done that as a courtesy
23 to him, no charge.

24 Q Is that in the nature of legal services that you've
25 provided to him but it was without charge?

1 A No, it was just a transmittal, I had nothing to do
2 with the actual substance of the materials submitted.

3 Q Do you know if Mr. Juggert has ever provided legal
4 services for Prime Time?

5 A I don't know.

6 Q Prime Time is an affiliate of TBN?

7 A I believe it is, yes, sir.

8 Q A programming affiliate.

9 A Yes, sir.

10 Q Are you familiar with Sunlight Broadcasting Systems,
11 Inc.?

12 A Yes, sir.

13 Q To your knowledge, has TBN ever provided any
14 services for Sunlight Broadcasting Systems, Inc.?

15 A I don't know, I believe they have loaned them money.
16 I do not know whether they have provided things like
17 accounting services or not and maybe I -- maybe I should
18 mention something, and to the extent that all of these
19 companies have affiliation agreements, one of the provisions
20 of the standard Trinity affiliation agreement is that
21 contributions that are received by Trinity from the zip code
22 within the contour of the affiliate, Trinity receives that
23 money, retains normally twenty percent of it for the cost of
24 programming, administrative, etcetera and then returns eighty
25 percent of it to the affiliate and I want to be clear is that

1 to the extent that there is some service like that that's
2 involved. I mean, that is done as part of any affiliation
3 agreement that Trinity has.

4 Q All right, thank you, that's helpful, Mr. May. To
5 your knowledge has Sunlight ever entered into a business
6 agreement with TBN in writing or not in writing?

7 A I don't know.

8 Q Do you know if TBN has ever provided any engineering
9 services for Sunlight?

10 A I don't know.

11 Q It --

12 A They may have, however, and they maybe -- I don't
13 know for a fact but I seem to have a sense that Mr. Miller may
14 have done something for them.

15 Q Is Sunlight a client of yours?

16 A No, sir.

17 Q Has it ever been a client of yours?

18 A No, sir, I may --

19 Q Do you know --

20 A I was going to say that I think in one instance but
21 I'm not really certain of this that I may have transmitted
22 something to the Commission on -- a number of years ago on
23 their behalf but it was as a courtesy for which no charges
24 were provided.

25 Q Do you have any knowledge as to whether Mr. Juggert

1 ever provided legal services to Sunlight?

2 A No, I don't know that.

3 Q And Sunlight is a program affiliate of TBN?

4 A I believe so, yes.

5 Q Does the name Radiant Life Ministries, Inc. mean
6 anything to you?

7 A Yes, sir.

8 Q Do you know if TBN has ever provided any services
9 for Radiant Life?

10 A I know that they have loaned them money, I don't
11 know that they have provided any accounting services or
12 anything like that?

13 Q Any business agreement ever exist to your knowledge
14 between Radiant Life and TBN?

15 A Not that I know of.

16 Q In writing or not in writing?

17 A Not that I know of.

18 Q Do you know if TBN has ever provided any engineering
19 services to Radiant Life?

20 A I don't know.

21 Q Is Radiant Life a client of yours?

22 A Yes, it is.

23 Q For how long?

24 A It's been several years.

25 Q Do you know if Mr. Juggert has provided legal

1 services for Radiant Life?

2 A I don't know.

3 Q And Radiant Life is a programming affiliate of TBN?

4 A I believe so, yes.

5 Q Do you know if TBN has ever provided services for
6 All American TV, Inc.?

7 A Again, they have loaned money to All American, I
8 don't know that they've performed any accounting functions or
9 anything like that but --

10 Q Any business agreement has it -- has -- strike that.
11 Has there been any business agreement in writing or not in
12 writing between All American and TBN, to your knowledge?

13 A No, I don't know.

14 Q Has TBN ever provided any engineering services for
15 All American TV?

16 A They may have, it seems to me that All American
17 leases some equipment from Trinity and that under the lease
18 Trinity may be responsible for maintaining the equipment in
19 some way. In that sense, perhaps, it --

20 Q Is All American TV a client of yours?

21 A Yes, it is.

22 Q For how long, do you know?

23 A It's been several years, sir.

24 Q Do you know if Mr. Juggert has provided any legal
25 services for All American TV?

1 A I don't know.

2 Q And All American TV is a programming affiliate of

3 TBN?

4 A Yes, it is.

5 Q Now, all the companies I've just mentioned, they're

6 all program affiliates, correct?

7 A I believe so, yes, sir.

8 Q And they're all companies to which TBN has loaned

9 money? I can read through the list.

10 A I believe we said it each time, I'm not --

11 Q I'm not sure either, All American TV.

12 A Yes.

13 Q Loans?

14 A Yes, it's loaned money.

15 Q TBN loaned money -- has TBN loaned money to Radiant

16 Life?

17 A Yes, sir.

18 Q To Sunlight Broadcasting Systems?

19 A Yes, sir.

20 Q To Prime Time, whether it was Prime Time Video or

21 Prime Time Christian?

22 A I believe so.

23 Q Oceana?

24 A Yes, sir.

25 Q Jacksonville Educators Broadcasting, Inc.?

1 A Yes, sir.

2 Q CET?

3 A Yes, sir.

4 JUDGE CHACHKIN: Do you want to take a recess, now?
5 All right. How much more do you have, do you have any idea?

6 MR. SCHONMAN: Maybe an hour.

7 JUDGE CHACHKIN: All right, we'll recess till 1:45.

8 (Off the record. 12:30 p.m.)

9 (On the record. 1:52 p.m.)

10 MR. SCHONMAN: Your Honor, we were debating the --
11 case.

12 (Off the record.)

13 (On the record.)

14 BY MR. SCHONMAN:

15 Q Mr. May, can we turn to Bureau Exhibit No. 67 which
16 is Volume 2 of the Bureau's exhibits and this is an ownership
17 report for TBN filed with the Commission in November 1983 and
18 I just have on specific question and it has to do with page 9,
19 the reference to Janice Crouch. Would it be correct that
20 according to this ownership report, Janice Crouch had only an
21 interest in TBN as of October 28, 1983 which is the effective
22 date of this ownership report? Is that an accurate
23 characterization?

24 MR. COHEN: Where are you -- Your Honor, can I
25 inquire where Mr. Schonman is reading from?

1 MR. SCHONMAN: Bureau Exhibit No. 67 --

2 MR. COHEN: Yes.

3 MR. SCHONMAN: Page 9.

4 MR. COHEN: Okay, then.

5 BY MR. SCHONMAN:

6 Q Well, before you answer that, Mr. May, did you
7 prepare this ownership report?

8 A It's under my transmittal, I don't recall preparing
9 the report specifically.

10 Q Are you -- all right, then, returning to my previous
11 question then, are you able to tell me whether it is a fact or
12 not that according to this ownership report, Janice Crouch's
13 interest was only in Trinity Broadcasting Network?

14 A Yes, sir, that's what it says.

15 Q If we can turn to Bureau Exhibit No. 77. Mr. May,
16 is that your signature on page 2 of this May 3, 1984 letter?

17 A Yes, sir.

18 Q Bureau Exhibit No. 84, that's a bill from your law
19 firm bearing the date November 7, 1984. Mr. May, what is ETT?

20 A Educational Television of Texas, Inc.

21 Q And, as I understand it from the bottom of this
22 document, it is now known as Community Television of Texas,
23 Inc.?

24 A Yes, sir.

25 Q Is that one of the so-called affiliates of TBN?

1 A I really don't recall, there were some changes that
2 occurred at this time for this company, I really don't
3 remember all the specifics about Community Television of
4 Texas, Inc. and this notation here on the bill, ETT,
5 Educational Television of Texas, Inc.

6 Q Is Community Television of Texas, Inc. a client of
7 yours now?

8 A No, sir, I don't believe that it is -- I mean, no, I
9 don't believe it's a company existing any more to my
10 understanding, it may be but it -- I don't do any work for it,
11 no, sir.

12 Q Do you have any recollection as to whether Community
13 Television of Texas, Inc. or Educational Television of Texas,
14 Inc. was a Commission Licensee?

15 A I don't recall.

16 Q Can you turn to Bureau Exhibit No. 88 and this is a
17 bill dated September 14, 1984 -- I'm sorry, December 14, 1984.
18 Do you see that?

19 A I have the exhibit but I can't tell at the top, it
20 just says "ember 14, 1984".

21 Q And it does so on mine, too. If you look below,
22 it's for services rendered November 1 through November 30,
23 1984 so I assume that the date of this bill was shortly
24 following the conclusion of the billing period.

25 A Okay, yes, sir.

1 Q Do you see the reference to CTT?

2 A Yes, sir.

3 Q Is -- do you have any recollection as to what that
4 is? Does that relate back to the company we just spoke about
5 in Exhibit 84, to your knowledge?

6 A I believe so, sir.

7 Q If we can turn to Bureau Exhibit No. 97, that's a
8 license agreement between Trinity Broadcasting Network and Set
9 Free Christian Fellowship. Do you have that before you?

10 A Yes, sir.

11 Q Did you have any involvement in preparing or
12 drafting this document?

13 A No, sir.

14 Q Did you provide any advise to anyone regarding this
15 document?

16 A Not that I recall, no, sir.

17 Q If we can turn to Bureau Exhibit No. 101, this is a
18 annual board meeting of TBN and affiliates for 1986 and I see,
19 Mr. May, in the second paragraph, that you were present at
20 this board meeting.

21 A Yes, sir.

22 Q Can you recall the reason why you were in attendance
23 at this meeting?

24 A No, sir.

25 Q Did you participate in any way at this meeting if

1 you can recall?

2 A I can't recall specifically. I do know that it is
3 -- it has been routine for me when I am at these meetings to
4 speak on a topic.

5 (Off the record. Back on the record.)

6 Q We're going to shift to Bureau Volume No. 3 and we
7 can move to Bureau Exhibit No. 122 which is the purchase
8 agreement for the Odessa, Texas station. Mr. May, did you
9 have any involvement in preparing or drafting this document?

10 A Yes, sir.

11 Q What was the extent of your involvement?

12 A I prepared the entire document?

13 Q At whose direction?

14 A Mrs. Duff.

15 Q Did you negotiate the terms of the document?

16 A No, sir, I was involved in -- no, sir.

17 Q Who provided the information to you that you put
18 into this document?

19 A I recall Mrs. Duff.

20 Q Did you at any time communicate with Mr. Roever
21 regarding the preparation of this document?

22 A I had a communication and perhaps more than one with
23 Mr. Roever. I cannot tell you if it's about the specific
24 terms of the contract. There was something unusual it seems
25 that Mr. Roever had some other party that was claiming that

1 they had some rights to Mr. Roever's holding in this
2 construction permit and I addressed that issue in some way
3 with him.

4 Q When you say Mr. Roever, are you referring to David
5 or Alfred?

6 A I believe Mr. Alfred Roever.

7 Q In the course of preparing this document, were you
8 representing Mr. Roever, that is, Alfred Roever?

9 A No, sir, not in the course of preparation of this
10 document.

11 Q Have you ever represented Mr. Roever in any manner?

12 A Well, I suppose to the extent that he was the seller
13 of this construction permit in the Odessa matter and I filed
14 those papers but I mean, I never had a retainer agreement with
15 him, I never had any formal attorney/client privileges to my
16 understanding but I did file the assignment on behalf of both
17 the assignor and assignee and I suppose you can say in that
18 context, I had some obligation to him.

19 Q Well, in terms of providing legal advise, have you
20 ever provided legal advise to Mr. Roever?

21 A No, sir.

22 Q Now, the agreement that we were just looking at a
23 moment ago was dated January 10, 1987 and of course you
24 prepared this document before the date it was signed, I
25 presume.

1 A I believe so, yes, sir.

2 Q And you had communications regarding this contract,
3 did you, in December of 1986?

4 A Yes, sir, I believe so.

5 Q Can we turn to Bureau Exhibit No. 123, please and
6 that's a bill from your firm to TBN and you'll notice that it
7 does not include any charges for services rendered to TTI or
8 NMTV although the dates covered by this bill, December 15, '86
9 through January 9, 1987 would have covered the time that you
10 were communicating with persons about the agreement, the
11 Odessa agreement and presumably drafting the Odessa agreement,
12 is that -- is my characterization accurate?

13 A Yes, sir, this -- I mean, at this time we maintain
14 our bills by hand and it wasn't unusual for it to take a
15 billing cycle or two before work you'd done previously to
16 finally get through the system and show on a statement.

17 Q Do you recall billing TTI or NMTV as it came to be
18 known for the services rendered with respect to the
19 preparation of the Odessa purchase agreement?

20 A Yes, sir.

21 Q Can you turn to Bureau Exhibit No. 132, please and
22 that's a bill from your firm to TBN dated February 17, 1987.
23 Now, there is a notation here for NMTV but the dates covered
24 by this bill are for services rendered January 12 through
25 February 13, 1987.

1 A Yes, sir.

2 Q Do you know whether the services rendered in
3 connection with this bill related in any way to the
4 preparation of the Odessa purchase agreement?

5 A Well, I think as I just indicated, it may have
6 taken, you know, a billing cycle or two before previous
7 charges worked their way through and then showed up on a
8 statement itself.

9 Q However, the services that are rendered in this bill
10 were for services between January 12 and February 13, 1987
11 which clearly would have been after the Odessa purchase
12 agreement was signed. Are you saying that this could have
13 reflected the Services for the Odessa purchase agreement even
14 though the dates of the services were after that?

15 A Yes, sir.

16 Q That would have been the practice of your firm?

17 A Yes, sir, if we found expenses and fees generated on
18 behalf of a client from a previous billing cycle that hadn't
19 been billed, we would include it on the current statement.

20 Q Do you happen to recall what services were rendered
21 in connection with the bill that you have before you, Exhibit
22 132?

23 A No, sir.

24 Q Mr. May, can you turn to Bureau Exhibit No. 134.

25 A Yes, sir.

1 Q Now, it appears from the first page that you are
2 suggesting that Mrs. Duff, I assume that's who you're
3 referring to by Jane?

4 A Yes, sir.

5 Q That Mrs. Duff placed the letter which appears on
6 pages 2 and 3 on NMTV letterhead. Am I correct?

7 A I really don't recall what happened after this.

8 Q Do you see the top of page 2?

9 A Yes, sir.

10 Q Are you instructing Mrs. Duff that she should retype
11 this letter and place it on NMTV letterhead?

12 A If this meets her purposes, yes, she can do that.

13 Q Do you recall why it is that you would have
14 instructed her to put it on her letterhead rather than putting
15 it on your law firm's letterhead?

16 A No, sir.

17 Q Is that an ordinary practice of your law firm, to do
18 something like this?

19 A It's been done both ways, I think I have sent out
20 letters of intent or offers on my letterhead and I think I've
21 also provided language to a client to say, if you want to do
22 it, here's language and you can send it out.

23 Q Do you recall any specifics about this instance in
24 March of 1987 where either Mrs. Duff requested you to do this
25 or you instructed her that this was the better way to do it?

1 Any recollection at all?

2 A Not -- no, sir, you know, other than just what's
3 stated on this transmittal that I have here.

4 Q What does it say in the second paragraph of your
5 handwritten note, "trust this will be" something?

6 A "Sufficient".

7 Q Can you continue?

8 A "For your present use."

9 Q Thank you. Mr. May, did there come a time when you
10 learned that NMTV was interested in acquiring a TV station in
11 Wilmington, Delaware?

12 A Yes, sir.

13 Q And there also came a time when you learned that
14 NMTV was going to make an offer for an amount in excess of
15 \$4,000,000 to acquire a Wilmington station?

16 A I believe that's right, I mean, \$4,000,000 seems to
17 be it, whether it was 4 plus a little or something --

18 Q Well, it was, it was an amount in excess of
19 \$4,000,000.

20 A Okay, yes, sir.

21 Q How did that come about that you acquired this
22 information?

23 A The Wilmington facility was a facility that had been
24 bankruptcy and under the jurisdiction of the bankruptcy courts
25 in Wilmington and they had allowed public bids to be presented

1 for the purchase of the facility and in the process National
2 Minority submitted a bid per counsel with the courts and
3 that's how the number evolved, it was a bidding that occurred.

4 Q What was the nature of your involvement in NMTV's
5 attempt to purchase the Wilmington station?

6 A I went -- two occasions, perhaps three occasions I
7 went to the bankruptcy court in Wilmington to participate in
8 the bid process and then later to get the Court to approve the
9 contract and then later, I believe, to get the Court to extend
10 the expiration term of the contract for the purchase of that
11 facility.

12 Q Did you bill anyone for your services?

13 A Yes, sir.

14 Q Who did you bill?

15 A National Minority.

16 Q Who directed you to travel to Wilmington?

17 A I received directions on that from both Mrs. Duff
18 and Dr. Crouch.

19 Q On the occasion that you received the direction from
20 Dr. Crouch, was he acting in his capacity as president and
21 director of TBN or president and director of NMTV?

22 A Well, I understood it to be on behalf of National
23 Minority.

24 Q Did he make that clear to you?

25 A I understood it that way, sir, so it was clear

1 enough for me to understand.

2 Q Well, what was the basis of your understanding?

3 A The conversation and what we were doing.

4 Q Can you turn to Bureau Exhibit 137, please, this is
5 a letter from you to Jim Gammon at Gammon and Ninowsky dated
6 March 23, 1987. Is there any relationship between the Jim
7 Gammon in this letter to whom the directors -- the letter is
8 directed and the Gammon in the law firm that you once worked
9 for?

10 A The same individual.

11 Q And that's your signature on page 2?

12 A Yes, sir.

13 Q Now, in the first paragraph of this letter you make
14 a reference to "NMTV, a non-profit California company with
15 certain principles in common with the Trinity Broadcasting
16 Network, Inc.", etcetera, etcetera. Why is it that you even
17 mentioned in this letter that NMTV is related or associated in
18 any way with TBN? Why did you find that necessary?

19 A The issue had come up as to -- this is the same
20 Wilmington station, incidentally, that was bankrupt even at
21 this time but that later a more formal bidding process was
22 approved by the Court. I'm sorry, I've lost my train of
23 thought on that.

24 Q Well, that's all right, it's getting late in the
25 day. In the first paragraph you mentioned in not so many

1 words that NMTV is related or associated with TBN.

2 A Oh, I -- and.

3 Q And my question is, why did you find it necessary to
4 report that information in this first paragraph?

5 A Because there was going to be -- there was, I guess,
6 a sense from Mr. Gammon or a request from Mr. Gammon that
7 there be a submission of some kind or an explanation as to the
8 financial wherewithal of National Minority to essentially come
9 up with the money to make a proposal to acquire this facility
10 and I was making reference to the fact that certain principles
11 were in common and it was -- and that's the reason I did it,
12 to show that there was, in fact, a benefactor of some
13 substance behind this company that would be willing to assist
14 it and provide this kind of help.

15 Q I see, now, in your reference to certain principles
16 being in common with TBN, who are the certain principles
17 you're referring to here?

18 A Dr. Crouch.

19 Q Well, it's plural, certain principles, anyone else
20 other than Dr. Crouch?

21 A I don't recall, I mean, it may have been I was
22 thinking that Mrs. Duff who worked at Trinity -- I real -- I
23 honestly don't recall, I can certainly testify as to Dr.
24 Crouch but --

25 Q Well, as you sit here now, do you know whether there

1 | were other principles at NMTV in common with those at TBN, as
2 | of March 23, 1987?

3 | A I think Dr. Crouch was the only common director
4 | between the two companies, I think Dr. Crouch must be the
5 | reference.

6 | Q And no one else?

7 | A It -- as I say, reconstructing today it maybe
8 | possible that I meant that Mrs. Duff, who is also one of the
9 | directors of NMTV was a high-ranking management person and Mr.
10 | Gammon knew these people and knew the companies and so in
11 | addressing it to him I think that's the kind of import that it
12 | brought with it, the meaning it brought with it.

13 | Q Let's turn to Bureau Exhibit No. 161, that's a
14 | letter from you, Mr. May, to James Vandaver, V A N D A V E R,
15 | dated October 9, 1987. Mr. May, did you prepare this letter?

16 | A Yes, sir.

17 | Q Who provided the information that went into this
18 | letter?

19 | A Mrs. Duff.

20 | Q Now, in the first paragraph you state that NMTV is
21 | affiliated with the Trinity Broadcasting Network, among other
22 | things. Why is it that you make this reference to TBN in this
23 | letter?

24 | A I -- for the same reasons I've just described in the
25 | sense that National Minority was a newcomer without a great

1 deal of history and expressing that it was affiliated with
2 Trinity, that Trinity was behind it essentially as its
3 benefactor, being there to provide assistance and would be
4 willing to help this company and then the would-be seller at
5 that point in time would understand that and therefore would
6 be aware of that and understand that.

7 Q And how would that understanding be of any use to
8 Mr. Vandaver?

9 A It -- again, just to show that Trinity was behind
10 and affiliated with this company.

11 Q When you say was behind and affiliated with the
12 company, what is it you mean? How were you using the term
13 affiliated here?

14 A That it was aff -- I mean, at this point in time,
15 they had already gone forward with the Odessa project and
16 that's really what I mean, I mean, Trinity was behind, they
17 had loaned them the money and committed to the money in Odessa
18 and they were prepared to do the same thing in here and
19 Portland, that's what I'm trying to communicate.

20 Q But there was no affiliation agreement that NMTV had
21 at this time with TBN.

22 A. Yes, sir, that's true.

23 Q There was no formal loan agreement that NMTV had
24 with TBN at this time.

25 A I think that's true, yes, sir.

1 Q So your use of the word "affiliated" here is really
2 not a term of art, it's merely a -- for lack of another term,
3 a lay-term, or lay use of the word "affiliated"?

4 A I use it for the reasons I've expressed, in a lay,
5 legal, I'm not sure I had anything like that distinctive in
6 mind.

7 Q If we can move on to Volume 4 of the Bureau's
8 exhibits. Mr. May, can we turn to Bureau Exhibit No. 194.

9 A Yes, sir, I have it.

10 Q Did you prepare this document?

11 A It was prep -- no, sir, I did not.

12 Q Did you have any involvement in the preparation of
13 this document?

14 A I oversaw its preparation in my office, my clear,
15 Mr. Brian Claydon actually prepared the document.

16 Q Who provided the information that went into this
17 document?

18 A The Commission's files.

19 Q Why was the document prepared?

20 A To provide a listing of authorizations, full-power
21 authorizations, low-power authorizations, auxiliary
22 authorizations.

23 Q Well, I understand that's what it does but my
24 question is, why was it prepared?

25 A That's why it was prepared, to provide a listing of

1 | those things?

2 | Q Did anyone ask for it?

3 | A I don't recall if they did -- I mean, again, I don't
4 | recall. I assume somebody did, that's why we prepared it and
5 | sent it but I don't -- I honestly don't recall.

6 | Q Let's turn to page 2 of this exhibit. Why is it
7 | that you have grouped all these communities together, what is
8 | it that these communities represent, Mr. May?

9 | A Well, it's a listing by state and city of places
10 | where there are full-power TV stations and then there's a page
11 | indexing I guess which shows the listing of that -- of the
12 | facility in that state and community?

13 | Q Are these all Trinity owned and operated stations?

14 | A I don't believe so, no.

15 | Q Well, the ones that aren't owned and operated
16 | stations, why are they included here?

17 | A I don't know. I mean, I can construct something,
18 | but honestly in terms of recalling back to then, I don't --

19 | Q I'm sorry, I didn't hear you.

20 | A I can construct something but I really don't recall
21 | right now.

22 | JUDGE CHACHKIN: Would it be correct, however, that
23 | it was done pursuant to the instructions of your client, in
24 | this case, Ms. Duff?

25 | MR. MAY: Yes, sir, I think that's fair.

1 BY MR. SCHONMAN:

2 Q Mr. May, the list that appears on page 2, to your
3 knowledge as of the date that this was prepared, were there
4 stations that were TBN affiliates which do not appear on this
5 list and by that I mean full-power commercial TV stations?

6 A Yes, sir, I think there were.

7 Q Mr. May, can we turn to Bureau Exhibit No. 201,
8 please.

9 A Yes, sir, I have it.

10 Q Mr. May, did you prepare this application for a low-
11 power station in Salt Lake City?

12 A I don't recall, it's got my name on it but I see
13 that my partner actually signed it.

14 Q Turn to page 7, please, that's the certification of
15 preference section of the application. Do you see No. 1
16 relates to minority preferences?

17 A Yes, sir.

18 Q And the box is checked "yes", that NMTV is entitled
19 to claim a minority preference. Do you recall what the basis
20 was that this application is checked "yes", that NMTV is
21 entitled to a minority preference?

22 A I believe it's consistent with what I've already
23 stated as to the directions given by the Commission and its
24 LTTV lottery selection proceeding and then in the instructions
25 to the form itself, how it should be completed.